

**BY-LAWS OF  
HARTRIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE 1. APPLICATION AND ORGANIZATION**

1.1 Name. The name of the association is Hartridge Homeowners Association, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Restrictions, Conditions, Covenants, Assessments, Easements and Charges of the Hartridge Subdivision (the "Declaration") and the Articles of Incorporation of the Association (the "Articles"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes. Any and all present or future Owners shall be governed by the Declaration and these By-Laws.

1.3 Binding Effect. These By-Laws (the "By-Laws") shall be binding upon the Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Association.

1.4 Location. The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

1.5 Definitions. Capitalized terms not otherwise defined in these By-Laws shall have the same meaning as set forth in the Declaration of Restrictions, Conditions, Covenants, Assessments, Easements and Charges.

**ARTICLE 2. MEMBERSHIP**

2.1 Membership. The membership of the Association shall at all times consist exclusively of all of the record owners of undivided fee interests in Lots and Living Units (the "Owners"). Persons who hold an interest in a Lot or Living Unit merely as security for the performance of an obligation (including mortgagees) are not members of the Association. The Owners are the "Members" of the Association.

2.2 Commencement and Termination. Membership shall immediately commence upon acquisition of an undivided fee interest in a Lot or Living Unit and shall immediately terminate upon conveyance of such ownership interest. If an Owner's ownership interest passes to its personal representative or to a trustee upon the Owner's death, such personal representative or trustee shall be a member of the Association.

2.3 Withdrawal or Expulsion. No Owner may voluntarily withdraw or be expelled from membership in the Association.

2.4 Membership Certificates. Membership certificates shall not be issued.

2.5 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address, and the Secretary of the Association (the "Secretary") shall maintain a roster of Owners. Until an Owner has furnished such information, the Owner may not

vote at meetings of the Association. Each Owner shall promptly provide written notice to the Association of any transfer of its Lot or Living Unit as provided in Section 2.6 and of any change in such Owner's name or current mailing address.

2.6 Transfer of Membership. Each membership shall be appurtenant to the Lot or Living Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot or Living Unit. As soon as possible following the transfer of a Lot or Living Unit, the new Owner shall give written notice to the secretary of the Association of such transfer identifying the Lot or Living Unit and setting forth the names and mailing addresses of the new Owner, the date of the transfer, and in the case of a Lot or Living Unit owned by multiple Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the roster of owners described in Section 2.5 effective as of the date of transfer.

2.7 Merged Association Members. The definition of Members set forth in Section 2.1, above, shall include (i) those Owners of undivided fee interests in Lots and Living Units who are qualified as member of the Association pursuant to the Articles and Declaration, (ii) those Owners of undivided fee interests in Lots and Living Units who are qualified as members of the Addition No. 3 Homeowners Association, Inc. pursuant to the Articles of Incorporation of such association and the Hartridge Addition No. 3 Declaration of Covenants and Restrictions (as the terms "Owner," "Living Unit," and "Lot" are defined in the Articles of Incorporation and declaration), and (iii) those persons or entities qualified as members of Rolling Ridge Maintenance Corporation pursuant to the Articles of Incorporation of such corporation and the Declaration of Restrictions for Hartridge Addition No. 9.

### **ARTICLE 3. VOTING**

#### 3.1 Voting.

(a) Each Owner shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot or Living Unit in which such Owner holds an undivided fee interest, so that the total number of votes is the total number of Lots and Living Units, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Lot or Living Unit is owned by more than one person, the person entitled to cast the vote for the Lot or Living Unit shall be designated by a certificate signed by all of the Owners of the Lot or Living Unit and filed with the Secretary of the Association. If the Owners of a Lot or Living Unit cannot agree on how to vote, such Lot or Living Unit shall lose its vote for the particular item to be voted upon.

(c) If a Lot or Living Unit is owned by a legal entity, the person entitled to cast the vote for the Lot or Living Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot or Living Unit occurs.

(d) For the purpose of determining the number of votes to which an Owner is entitled, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

3.2 Vote Required to Transact Business. Except as otherwise required in these By-Laws or the Declaration, when a quorum (as that term is defined herein) is present in person or by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by an express provision in the Declaration, Articles, Wisconsin Nonstock Corporations Law, or these By-Laws, in which case such provision shall apply.

3.3 Quorum. Except as otherwise provided in these By-Laws or the Declaration, the presence in person or by proxy of ten percent (10.0%) of the Owners shall constitute a quorum.

3.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

3.5 Effect of Maintenance Lien. No Owner may vote on any matter submitted to a vote of the Owners if the Association has recorded a statement of maintenance lien on the Lot or Living Unit owned by such Owner and the amount necessary to release the lien has not been paid at the time of the voting.

#### **ARTICLE 4. MEETINGS**

4.1 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

4.2 Annual Meeting. The annual meeting of the Association shall be held on or about the 30<sup>th</sup> day of April of each year or on such other date as the Board may reasonably determine. At the annual meeting, members of the Board of Directors of the Association (the "Board") may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

4.4 Special Meetings. The President of the Association (the "President") shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners holding more than fifty percent (50.0%) of the votes and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

4.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

4.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

4.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

4.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Election of Directors (when applicable).
- (e) Unfinished business.
- (f) New business.

## **ARTICLE 5. BOARD OF DIRECTORS**

5.1 Number and Qualification. The affairs of the Association shall be governed by a Board initially composed of three (3) persons. Directors are not required to be Owners.

5.2 Election and Term of Office. At the first annual meeting of the Association after the adoption of these By-Laws by the Association, the Members shall elect three (3) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) Director whose term will expire after one (1) year, at the next annual meeting of the Association.

(b) One (1) Director whose term will expire after two (2) years, at the second annual meeting of the Association after their election.

(c) One (1) Director whose term will expire after three (3) years, at the third annual meeting of the Association after their election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of one (1) year and until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one (1) class shall expire in each year. Each Director shall hold office for a term of 1 year, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Owner shall cast votes for candidates equal in number to the Directors to be elected.

5.3 Powers and Duties. In addition to those powers and duties set forth in the Declaration, the Board shall have the powers necessary to administer the Association including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).

(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.

(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Association.

(d) Satisfying all liens against the Association and paying necessary expenses connected therewith.

(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this section.

(f) Borrowing money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and pledging, mortgaging or granting security interests in the assets of the Association; provided, however, that the Board of Directors may not borrow, in the aggregate, more than Ten Thousand Dollars (\$10,000.00) in any twelve (12) month period and may not pledge, mortgage or grant a security interest in the Common Elements without the prior approval of a majority of the Members of the Association given at a regular or special meeting of the Members.

(g) Acquiring, selling, transferring and conveying property both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire, sell, transfer or convey property with a cost or value of more than Ten Thousand Dollars (\$10,000.00) without the prior approval of a majority of the Members of the Association given at a regular or a special meeting of the Members.

(h) Performing such other functions as are required by law.

5.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

5.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

5.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority of the

Association. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

5.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

5.8 Organizational Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

5.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

5.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

5.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

5.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

5.14 Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

5.15 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of

Directors shall authorize, including, without limitation, the duties enumerated in Sections 5.3, 6.4 and 6.5.

## **ARTICLE 6. OFFICERS**

6.1 Designation. The principal officers of the Association shall be a President and Secretary/Treasurer, all of whom shall be elected by the Board and serve one (1) year terms. The Directors may appoint such other officers as in their judgment may be necessary.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office under the supervision of the Board.

6.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, at the sole discretion of the Board, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association, and the power to sign, together with any other officer, if so designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions of these By-Laws.

6.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association, and shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

6.6 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board. The Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments made by the Association.

6.7 Compensation. Officers may receive reasonable compensation as determined by the Board and may be reimbursed for actual out of pocket expenditures.

## **ARTICLE 7. FISCAL MATTERS**

7.1 Budget. The Board shall annually adopt an operating budget for the Association to accomplish the purposes of the Association, as set forth in the Declaration. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year.

7.2 Assessments. Assessments and installments of assessments, general and special, shall be levied and paid in the manner set forth in the Declaration.

7.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Lot or Living Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

7.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officer(s) who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than \$2,000 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

7.5 Fiscal Year. The fiscal year of the corporation shall begin on March 1 and end on the last day of February of each year.

7.6 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

7.7 Indemnity of Directors and Officers.

(a) Every person who is or was a Director or Officer of the Association (together with the representatives or heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or Officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or Officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or Officer of the Association



with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

## **ARTICLE 8. OPERATION OF THE PROPERTIES**

8.1 The Association. The Association, acting through the Board of Directors, shall be responsible for the administration and operation of the Properties, including the Common Properties (as those terms are defined in the Declaration), in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations established under them.

8.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Lots, Living Units and the Common Properties by the Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Lots and Living Units and the Common Properties by persons entitled to. The Association Members and their families, lessees or guest and any occupants of the Lots and Living Units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "fines"). Any such fines shall be deemed liquidated damages for breach of the rules and regulations of the Association which are accepted by Owners upon becoming a Member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses and shall be collected in the same manner as common expenses. The rules and regulations may be altered and amended or repealed from time to time in the discretion of the Board of Directors.

## **ARTICLE 9. REPAIRS AND MAINTENANCE**

9.1 Individual Lots and Living Units. The Association shall have no responsibility for the maintenance and repair related to (i) any Lot or (ii) any Living Unit (exterior and interior) or land upon which such Living Unit is situated.

9.2 Common Properties. The Association shall be responsible for the management and control of the Common Properties (except landscaping and gardens planted and maintained by Owners) and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Owner, members of the Owner's family or lessees, in which case such expense shall be charged to such Owner and the Owner's Lot or Living Unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Properties:

1. Grounds maintenance, including, without limitation, landscaping, mowing, and snow removal.
2. Maintenance, replacement and repair of pathways.

9.3 Disputes. In the event of any dispute between two or more Owners including, but not limited to, a dispute concerning use or maintenance of Common Properties, such dispute shall be submitted to the Board of Directors of the Association for resolution and the determination of a majority of the Board shall be final and binding upon such Owners. Such proceedings shall be pursued as binding arbitration and shall be conducted in accordance with Chapter 788 of the Wisconsin Statutes, as amended, renumbered or revised.

## **ARTICLE 10. BOOKS AND RECORDS**

10.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles, and the By-Laws shall be available for inspection by any Owner, or prospective purchaser of a Lot or Living Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

10.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be an expense of the Association.

## **ARTICLE 11. AMENDMENTS**

These By-Laws may be amended by the Board.

## **ARTICLE 12. GENERAL PROVISIONS**

12.1 Seal. The Association shall not have a corporate seal.

12.2 Interpretation. These By-Laws are subject to all provisions of the Declaration, the Articles, and the Wisconsin Nonstock Corporation Law. If any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these By-Laws. Nothing in these By-Laws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Owners.

12.3 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

12.4 Notices. Except as otherwise may be provided in the Wisconsin Nonstock Corporation Law, notices to any Owner that are to be delivered or mailed pursuant to these By-Laws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.